

**TOWN OF CHILMARK
REQUEST FOR PROPOSALS**

Solar Photovoltaic Project at Chilmark Landfill

July 31, 2013

**Tim Carroll
Executive Secretary
REQUEST FOR PROPOSALS**

REQUEST FOR PROPOSAL
Solar Photovoltaic Project
Chilmark Landfill

The Town of Chilmark, acting through its Board of Selectmen, the Awarding Authority, is seeking sealed proposals for the turnkey procurement and the installation of a solar photovoltaic system on the approximately 57,000 sq.ft. capped landfill located at 55 Tabor House Road, in accordance with proposal documents prepared by the Town of Chilmark.

Proposal documents may be obtained beginning on Wednesday July 31, 2013 electronically from the Town's website at www.chilmarkma.gov, by mail from the office of the Board of Selectmen, Chilmark Town Hall, 401 Middle Road, Chilmark, MA 02535-0119, or by phone at (508) 645-2101. A \$75 non-refundable deposit is required to obtain a paper copy of the documents. Cash will not be accepted.

Inquiries relative to this Request for Proposals should be directed to Tim Carroll, Executive Secretary, at his office in the Town Hall. A pre-proposal meeting is scheduled for 10:00 am on Wednesday August 14, 2013 in the Selectmen's Meeting Room at the Chilmark Town Hall. A site visit to the project location shall immediately follow the meeting.

Proposal procedures shall be in accordance with the latest edition of Massachusetts General Laws 30B as applicable.

If applicable, addenda issued during the proposal period will be forwarded to all contractors who have obtained Proposal Documents. Receipt of addenda shall be acknowledged in the designated space on the Proposal Form.

One original and three copies of complete proposals must be submitted in sealed envelopes clearly marked "REQUEST FOR PROPOSALS – SOLAR PHOTOVOLTAIC PROJECT." The proposal package must include fully executed Proposal Forms, furnished as Attachment 2. Proposals will be received at the Office of the Board of Selectmen in the Chilmark Town Hall at 401 Middle Road, Chilmark, MA 02535 until August 30, 2013 at 4:30 p.m., at which time they will be opened publicly. Proposals received after the specified time will not be considered and faxed proposals will not be accepted. Delivery of proposals will be at the expense of the Contractor. Any and all damages that may occur due to packaging, shipping or timely arrival will be the sole responsibility of the contractor. The Town of Chilmark reserves the right to reject any proposals if deemed to be in the best interest of the Town.

Each proposal shall be accompanied by a proposal security in the form of a certified, treasurer's or cashier's check, proposal bond or cash in the amount of 5 percent of the value of the Proposal.

All proposals received will be taken under consideration for award of contract at a later date. Contractors agree that their proposals shall be good and may not be withdrawn for a period of thirty (30) days, Saturdays, Sundays, and legal holidays excluded, after the opening of the proposals.

Review of proposals by the Town shall take into account each Contractor's qualifications and references as well as the proposal submitted. The Town may require submission of additional information as it deems necessary or appropriate to evaluate the proposals.

No award shall be made to any Contractor who cannot satisfy the Town that it has sufficient ability and experience to enable it to successfully complete the project as described. The Town's decision or judgment on these matters shall be final, conclusive, and binding.

No protests regarding the validity or appropriateness of this invitation for proposals or of the project specifications shall be considered unless said protest is made in writing and submitted to the Town Administrator prior to the date for the submission of proposals. Should a protest be rejected or disallowed, an appeal may be made provided said appeal is filed in writing with the Board of Selectmen within two (2) business days of the decision.

The Town reserves the right to accept or reject any or all proposals received, to waive any informality if it is in the best interest of the Town to do so, and to make an award as the interests of the Town require.

The Town of Chilmark encourages women and minority-owned businesses to submit proposals.

Tim Carroll
Executive Secretary

SCOPE OF WORK
Solar Photovoltaic Project
Chilmark Landfill

1. GENERAL

The Town of Chilmark is seeking qualified contractors for the turnkey procurement and the installation of a solar photovoltaic system on the approximately 57,000 sq.ft. capped landfill at 55 Tabor House Road. The annual PV production of the system shall be the maximum practical but not more than 215,000 kiloWatt-hours (kWh), the historical usage of all the Town's accounts, nor less than 115,000 kWh. The objective is to supply as much of the Towns' electrical use as is economical.

The Town shall enter into a Power Purchase Agreement, Energy Management Services Agreement or similar such arrangement (herein called the "AGREEMENT") and lease for a term to be proposed by the Contractor. During the duration of the AGREEMENT, the Contractor shall install, operate, and maintain the System. The Town shall purchase all the electricity generated by the System at an initial price (\$/kWh) and escalation rate to be proposed. At the conclusion of the AGREEMENT, the Contractor shall propose disposition of the system, including but not limited to transfer of title to the Town, in a manner deemed to be most financially beneficial for the Town.

The Town seeks the proposal which provides the best overall value to the Town. The best value will be determined through a combination of the terms of the AGREEMENT including but not limited to system size, electricity rate, term length and future purchase price as well as the Contractor's qualifications, experience, and financial capabilities, as determined by the Town.

2. EQUIPMENT AND MATERIALS

- a. Furnish with proposal the manufacturer's published sizing and performance data for PV modules, inverters, combiner boxes, transformers, module rack system, ballasting and data acquisition sub-system.
- b. Furnish shop drawings showing System layout overlaid on the site drawings in Attachments 3 and 4 with sufficient clarity and detail to evaluate PV array placement, azimuth, auxiliary equipment, enclosures and interconnect location.

3. INSTALLATION

The winning Contractor shall design, permit, procure, and install all materials and equipment necessary to provide the optimum solar photovoltaic system on the landfill as specified above. Work shall include, but not be limited to:

- a. Meet all applicable Town departments, personnel or other stakeholders to provide for a coordinated installation;
- b. Formulate an installation plan based on the parameters of the site for approval by the Town;
- c. Perform all site investigation, engineering calculations and design to ensure proper placement of the System. Obtain on behalf of the Town, all necessary local and state permits, including a Post Closure Use Permit from the Massachusetts Department of Environmental Protection (BWP SW 36);
- d. Perform all site and utility improvements required for installation of the System, including any improvements required to mitigate glare from the system on adjacent residential properties, facilitate drainage and weed control;
- e. Guarantee the integrity of the landfill capping system during construction of the System and for the duration of the AGREEMENT insofar as such integrity may be affected by the System and post surety for the complete removal of the System and restoration of the site at the end of the term if requested by the Town;
- f. Perform any design, study, or other services required on behalf of the Town such that the Town obtains all approvals and agreements required for timely interconnection and net-metering of the System from NSTAR, providing NStar does not close or suspend its net metering program;
- g. If seeking grants and/or tax incentives through the Commonwealth of Massachusetts or other source, complete all paperwork necessary for application to these organizations;
- h. Complete installation of the System within 6 (six) months of receipt of all permits, unless extended by the Town;
- i. Sell to the Town all electricity generated by the System for the duration of the AGREEMENT;
- j. Provide an operations manual and training for the System to the Town;
- k. Provide necessary monitoring and communications for, obtain, and market any Renewable Energy Credits, future Regional Greenhouse Gas Initiatives or other applicable Renewable Portfolio Standard related attributes, the rights and Ownership to which shall be retained by the Contractor for the duration of the AGREEMENT, after which the rights and Ownership shall be transferred to the Town;
- l. Pay all applicable property taxes assessed on the System for the duration of the AGREEMENT;
- m. Operate and maintain all aspects of the Systems for the duration of the AGREEMENT, including maintenance of the landfill as required by the Post Closure Use Permit insofar as such maintenance is in consequence of the System;
- n. Provide access to the landfill to the Town or their consultants for monitoring and maintenance as required by the Closure Permit;
- o. Warranty the System to be free from defect in workmanship or materials, including any integration points (i.e. electrical connections, power conditioning) for the duration of the agreement;

- p. Provide publicly available online real time output data information for all System;
- q. Monitor all System outputs and functions and rectify any System deficiencies in accordance with industry standards in a timely manner;
- r. Transfer title to the System to the Town at the conclusion of the AGREEMENT, along with any and all other claims on or rights to the System.

4. TOWN RESPONSIBILITIES

The Town shall:

- a. Lease to the Contractor for the amount proposed per year for duration of the AGREEMENT the approximately 57,000 sq.ft. landfill site as shown in Attachment 4;
- b. Cooperate with the Contractor in the preparation of permits, grants or other documents related to the AGREEMENT and System, or related matters;
- c. Assign all incentive payments to the Contractor including proceeds of the sale of Renewable Energy Credits for the duration of the AGREEMENT;
- d. Purchase all the electricity generated by the System, up to the Town's full annual electric use, at the proposed rate for the duration of the AGREEMENT;
- e. Pay the Contractor only for the actual kilowatt hours of electricity generated and delivered as shown by a revenue grade meter;
- f. Waive any fees such as building department and electrical permit fees or excise assessments on the Systems;
- g. Allow access to the sites by state or other agencies for inspection purposes as applicable;
- h. Remove and dispose of toxic or hazardous materials discovered during the work.

5. MINIMUM CONTRACTOR QUALIFICATIONS

Proposals must include a detailed discussion of the qualifications of the Contractor and its specific project team that will be performing the services outlined in the Scope of Work. The proposal shall include the following information on project team experience, corporate history, qualifications, and capabilities:

- a. Company Background Material – Provide information concerning the history of the contractor and the experience and qualifications of its staff;
- b. Project Team - Identify and describe the project team, including any subcontractors known at this time (provide resumes for all individuals to be assigned to the project);
- c. Relevant Experience - Provide a minimum of three (3) examples of similar projects that have been completed within the past five (5) years, preferably in the Commonwealth of Massachusetts, with a detailed description of the sites as well as the services performed;
- d. References - Provide a minimum of three (3) client references, including the name of the contact person, agency or municipality, address, and telephone number;

- e. Financial Resources – Demonstrate financial ability to perform scope of work and obtain such resources as required during performance (include financial statement, bank reference, and financing plan for procurement and installation of the systems including initial capital outlay, borrowing, grants and/or tax incentives, and purchase by Town of electricity generated);
- f. Insurance – Provide proof of insurance to the limits as required Attachment 1. Proof of insurance coverage must be compliant with the requirements of the Town of Chilmark and all proposed funding entities.
- g. Certifications – Submit with Proposal fully executed certifications required in Attachment 5.

LIST OF ATTACHMENTS
Solar Photovoltaic Project
Chilmark Landfill

Attachment 1	Insurance Requirements
Attachment 2	Proposal Form
Attachment 3	Facility Site Plan
Attachment 4	Locus Plan with Proposed Lease Area
Attachment 5	Certification Forms

REQUEST FOR PROPOSALS

Attachment 1

Solar Photovoltaic Project Chilmark Landfill

Insurance Requirements

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor, on behalf of itself and any subcontractors used, hereby certifies that the Contractor and such subcontractors are insured for workers' compensation, and claims on account of property damage, bodily injury, personal and product liability. The Contractor and all subcontractors shall purchase, and maintain in full force and effect insurance policies in the amounts here indicated:

<u>General Liability</u>	\$ 2,000,000/ \$ 2,000,000
Bodily Injury Liability	\$ 2,000,000/ \$ 2,000,000
Property Damage Liability (or combined single limit)	\$ 2,000,000/ \$ 2,000,000

<u>Automobile Liability</u>	\$ 1,000,000/ \$ 1,000,000
Bodily Injury Liability	\$ 1,000,000/ \$ 1,000,000
Property Damage Liability (or combined single limit)	\$ 1,000,000/ \$ 1,000,000

Workers Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage for landfill alterations	\$ 2,000,000/ \$ 2,000,000
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Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured for General Liability and Automobile Liability policies and which include a thirty day notice of cancellation to the Town.

The Contractor shall also provide the Town with a bond limited to all costs of decommissioning the System and returning the Site to its original condition at the expiration or termination of the AGREEMENT from a surety company licensed to do business in the Commonwealth of Massachusetts whose name appears on a U.S. Treasury Dept. Circular 570 and a payment bond limited to all costs from an issuer with a Best's rating of not less than "A" in a form and amount reasonably acceptable to the Town to secure Contractor's obligations for the decommissioning of the system. The bond shall name Town as obligee.

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Attachment 2

Solar Photovoltaic Project

Chilmark Landfill

PROPOSAL FORM

Print or type.

Name of Contractor _____

Street Address _____

City or Town _____ State and Zip Code _____

Telephone _____ Fax _____

The undersigned Contractor, in compliance with your invitation for proposal, having examined the specifications and related documents, hereby proposes to design, install, and maintain the solar photovoltaic system in compliance with the Request for Proposal documents, for the AGREEMENT term stated below. This term covers all expenses incurred in performing the work required under a contract, of which this proposal is a part, as well as all overhead and profit.

I. The Contractor acknowledges receipt of the following addenda:

No. _____ Dated _____

No. _____ Dated _____

II. Complete Entries A – G on this form. The Contractor may include in a separate submission with this form any exceptions to the stipulations of Request for Proposals.

A. Nominal System Size _____ kW (DC, at Std Test Conditions)

B. Minimum Annual Generation _____ kWh (AC, at interconnect revenue meter)

C. Initial Price \$ _____ per kWh **OR** _____ % of NStar Basic Service Rate

D. Price Escalation Rate, if any _____ % per year

E. Annual Lease Payment \$ _____ per year

F. Initial Term of Agreement _____ years

G. Term Extensions, if any _____ years of extension _____ number of extensions

III. Describe the post-Agreement transfer method you propose. If a fixed price, state that price. If a formula, show terms and sample calculation. Clearly delineate options, if offered.

Signature

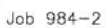
Date

Name of Business

Attachment 3 – Facility Site Plan

Attachment 4 – Locus Plan & Lease Area

“TYPE-B Cap” as outlined on the following plan of land by Vineyard Land Surveying dated February 1, 2012



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Attachment 5

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Certifications

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CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of individual submitting proposal

Name of business

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. ch. 62C§49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Authorized signature

Date

Name of person signing above (typed)

Name of business

Business address

City/State/Zip Code

Telephone Number

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GUARANTEE OF COMPLETION

The undersigned certifies if awarded a contract, will guarantee completion of installation within six (6) months from receipt of all permits.

Signature of person signing proposal

Date

Name of business

CERTIFICATE OF LABOR
AND ABILITY TO WORK IN CONCERT WITH OTHERS

The undersigned certifies under the penalties of perjury that all furnished labor can work in concert with other elements of labor employed or to be employed at the installation site. Furthermore, the undersigned certifies that he/she will comply fully with all laws and regulations applicable to awards made subject to Chapter 149 Section 44A.

Signature of person signing proposal

Date

Name of business